

4-0353

19-05

7-1-73 to 6-30-74

Contract

In compliance with Chapter 303, laws of 1968  
the State of New Jersey, the Frankford Township Board  
of Education and the Frankford Township Education  
Association enter into this written agreement.

## ARTICLE I

RECOGNITION

- A. The Frankford Township Board of Education hereby recognizes the Frankford Township Education Association for purposes of professional negotiation as the representative of those employees of the Public Schools of Frankford Township, certified by the State Department of Education, in the following unit including all persons with an annual contract, these persons to possess either permanent, provisional, or emergency certificates; but excluding: the superintendent, substitutes, permanent substitutes, kitchen help, office help, custodial help, and all others possessing neither the type of certificates indicated above nor the annual type contract.
- B. Unless otherwise indicated, the term "teachers," when used hereinafter in this Agreement, shall refer to all full-time professional employees represented by the Association and references to male teachers shall include female teachers.

## ARTICLE II

NEGOTIATION PROCEDURE

- A. Negotiations shall begin not later than October 1st of the calendar year preceding the calendar year in which this agreement expires. Any agreement so negotiated shall apply to all teachers, be reduced to writing and be adopted by the board and the association.
- B. During negotiation, the Board and the Association shall present relevant data, exchange points of view, and make proposals and counter-proposals when necessary. The Board and the Association shall make available to the Joint Teacher Board Relations Committee only relevant data that falls within the public domain.
- C. Neither party in any negotiations shall have any control over the selection of the negotiation representatives of the other party. The parties mutually pledge that their representatives shall be clothed with all necessary power and authority to make proposals, consider proposals, and make counter-proposals in the course of negotiations.
- D. Final approval of any negotiated agreement shall rest with the respective Frankford Township Education Association and Frankford Township Board of Education. Decisions to be made prior to negotiation sessions through the Superintendent of the Negotiation sessions shall include:
1. Place of Meeting - Frankford Township School
  2. Time of Meeting - 7:30 - 9:30
  3. Frequency of Meetings - Bi-monthly or upon the request of either party, mutually agreed upon.
  4. Length of Meeting - 2 hours or less.
  5. Use of Consultants - Consultants may be used upon 14 days notification and stated purpose in writing to both parties, however upon mutual agreement of both parties the forgoing could be dispensed with.
  6. Procedure for proposal presentation - Proposals to be presented seven days prior to the meeting in writing.

7. Agenda presentations - Agenda to be agreed upon by mutual consent before closing of the meeting.
8. Time limits are at the discretion of the Superintendent.

## ARTICLE III

GRIEVANCE PROCEDURE

- A. Purpose - The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problems which may arise from violations of articles or sections of this agreement. It is agreed that these proceedings will be kept informal and confidential as may be appropriate to any level of the procedure.

Nothing in this article shall be interpreted as limiting the right of any member of the professional staff having a grievance to discuss the matter informally with any member of the administration. However, any formal adjustment of a written grievance shall be conducted with the full knowledge of the Frankford Township Education Association, if the aggrieved person so desires.

B. Definitions:

1. A "grievance" shall be considered to exist whenever any of the parties in interest is of the opinion that a policy or an administrative procedure violates the terms of this Agreement or any subsequent agreement entered into pursuant to this Agreement. A grievance shall be filed on the appropriate form.
2. An "aggrieved person" is the person or persons making the claim.
3. A "party in interest" is the person or persons making the claim and any person who might be required to take action or against whom action might be taken in order to resolve the claim.
4. The "Joint Teacher-Board Relations Committee" is a committee comprised of four members and the Frankford Township Education Association president, four members and the Frankford Township Board of Education president and the superintendent of the Frankford Township School District.
5. The "duties of the superintendent" for these procedures shall be:
  - A. To convene meetings of the Joint Teacher-Board Relations Committee.
    - a. Such meetings shall be convened on a bi-monthly basis or
    - b. At the written request of the Association's representatives, or the Board's representatives as soon as convenient within two (2) weeks, or

c. At the discretion of the superintendent.

B. To act as chairman at all meetings of the Joint Teacher-Board Relations Committee.

C. Procedures:

- a. Since it is desirable to all parties that grievances be processed as rapidly as possible, the number of days indicated should be considered as a maximum and every effort made to expedite the process. The time limits specified may, however, be changed by mutual agreement.

Level One:

- a. Any teacher who has a grievance shall discuss it first with the superintendent in an attempt to resolve the matter informally at that level.
- b. A member of the professional staff with a written grievance shall first discuss it with the administrator with the object of resolving the matter. The administrator shall notify the aggrieved in writing when any such grievance is resolved. A copy of the statement resolving the grievance shall be forwarded to the Association.

Level Two:

- a. If the aggrieved person is not satisfied with the disposition of his grievance at Level One, or if no decision has been rendered within five (5) calendar days after presentation of the grievance, he may file the grievance in writing with the Association within five (5) calendar days after the decision at Level One or ten (10) calendar days after the grievance was presented, whichever is sooner.

The Association shall evaluate the situation presented to it. Within five (5) calendar days after receipt of the written grievance, a decision shall be made regarding its merit. If it is deemed without merit, it shall be dropped at this point by the association and the aggrieved person will be notified in writing by the association. If the grievance is deemed meritorious however, the Association shall process it with the superintendent for consideration.

Level Three:

- a. If the aggrieved person is not satisfied with the disposition of the grievance at Level Two, or if no decision has been rendered within ten (10) calendar days after the grievance was delivered to the superintendent it may within five (5) calendar days after a decision by the superintendent or fifteen (15) calendar days after the grievance was delivered to the superintendent, whichever is sooner, request in writing that the president of the

Association submit the grievance to the Joint Teacher-Board Relations Committee.

- b. It shall be the responsibility and obligation of this committee to:
  - 1. Evaluate the problems presented to the committee.
  - 2. Gather facts to provide for a complete understanding of these problems.
  - 3. Discuss and attempt to arrive at a solution.

Level Four:

If the Teacher-Board Relations Committee is unable to reach a solution to the problem being discussed any of the parties in interest may reserve the right to request a meeting with the entire Board in the presence of the other parties in interest.

Level Five:

If a grievance is not resolved to the teachers' satisfaction within thirty (30) days, it may be submitted for advisory arbitration to a third party. If the parties are unable to agree upon an arbitrator, a request for a list of arbitrators may be made to the American Arbitration Association. Neither the Board nor the Association is bound by the arbitrator's recommendations. Any costs involved for the arbitrator shall be borne equally by both the Association and the Board of Education.

Miscellaneous

- a. If the Frankford Township Education Association decides that a grievance affects a group or class of teachers, it may submit such grievance in writing to the superintendent directly, and the processing of such grievance shall be commenced at Level Two.
- b. All decisions rendered beyond Level Two which are unsatisfactory to the aggrieved party, shall be presented in writing setting forth the decisions and reasons for these decisions. These written decisions shall be transmitted promptly to all parties in interest as well as the president of the Association.
- c. All documents, communications, records and other data pertinent to the processing of a grievance shall be kept in a file other than the personnel file of the participants involved in the procedure. Only the interested parties shall have access to such files, as defined in Article III, B-3, p. 3.1.

- d. All forms for the filing of grievances, serving notices, taking appeals, making reports and recommendations, and other necessary documents shall be prepared jointly by the superintendent and the Association and made available to any person or persons wishing to make use of the grievance machinery.
- e. In order to prevent the aggrieved person from resolving the grievance by the nature of his actions, administrative directives and or Board Policy shall continue in practice until such time as the grievance is formally resolved.
- f. There shall be no reprisals of any kind against any party in interest, member of the Association, or any participant in the grievance procedure, because of involvement in the grievance presented to the administrator or Board of Education.



## ARTICLE IV

TEACHER RIGHTS

- A. Pursuant to Chapter 303, Public Laws 1968, the Board hereby recognizes that except as hereinafter provided, public employees shall have, and shall be protected in the exercise of, the right freely and without fear of penalty or reprisal, to form, join and assist any employee organization or to refrain from any such activity.
- B. Nothing contained herein shall be construed to deny or restrict to any teacher or the Board such rights as they may have under New Jersey School Laws or other applicable laws and regulations.
- C. Subject to the law, no tenure teacher shall be reduced in rank or compensation without just cause. Any such action asserted by the Board, or any agent or representative thereof, shall be subject to the grievance procedure herein set forth.
- D. Whenever any tenure teacher is required to appear before the superintendent, Board, or any committee, or member, thereof concerning any matter which could adversely affect the continuation of that teacher in his office, position or employment or salary or any increments pertaining thereto, then he may be extended the courtesy of a prior written notice of the reasons for such meeting or interview. After the initial meeting with the superintendent or Board of Education he shall be entitled to have a representative of the Association present to advise him and represent him during subsequent meetings or interviews.
- E. The teacher has the right and responsibility to determine grades within the grading system of the Frankford Township School District based upon his professional judgment of available criteria pertinent to any given subject area or activity to which he is responsible. A grade, promotion, or retention may be changed by the superintendent after a careful review of all the facts and consultation with all interested parties.
- F. No teacher shall be prevented from wearing pins or other jewelry of membership in the Association or its affiliates.

## ARTICLE V

ASSOCIATION RIGHTS AND PRIVILEGES

- A. Representatives of the Association, Sussex County Education Association, the New Jersey Education Association, and the National Education Association shall be permitted to transact official Association business on school property, provided that this shall not interfere with or interrupt normal school operations, and subject to the approval of the Superintendent.
- B. Any representative of the Association or any teacher who participates during working hours in negotiations, grievance proceedings, conferences, or meetings initiated by the Board of Education or its representatives, shall suffer no loss in pay.
- C. The Association may use school facilities and equipment at reasonable times within the school building, when such equipment is not otherwise in use. The Association shall pay for the reasonable cost of all materials and supplies incident to such use.
- D. The Association shall have in the school building the use of a bulletin board in the faculty lounge. The Association may use the board in the Central Office for posting notices.

ARTICLE VI

SCHOOL CALENDAR

- A. The school year shall be designated by the Board of Education. The Association shall be consulted prior to the Board's formal adoption of the calendar and any revisions of the adopted calendar.

# FRANKFORD TOWNSHIP SCHOOL CALENDAR

## 1973 - 1974 School Year

September	3. . . . .	.Labor Day	
	4. . . . .	.Teacher Orientation	
	5. . . . .	.School Opens	18 Days
October	8. . . . .	.Columbus Day	
	22. . . . .	.Veterans' Day	21 Days
November	15-16 . . . . .	.Teachers' Convention	
	22-23 . . . . .	.Thanksgiving Recess	18 Days
December	24-31 . . . . .	.Christmas Recess	15 Days
January	1 . . . . .	.New Year's Day	22 Days
February	18-22 . . . . .	.Winter Recess	15 Days
March	. . . . .		21 Days
April	8-12 . . . . .	.Spring Recess	17 Days
May	27 . . . . .	.Memorial Day	22 Days
June	21 . . . . .	.Last Day of School	15 Days
			<hr/>
			<u>184 Days</u>

APPROVED BY THE FRANKFORD TOWNSHIP BOARD OF EDUCATION  
AT ITS REGULAR MEETING MARCH 12, 1973.

## ARTICLE VII

TEACHING LOAD

- A. As professionals, teachers are expected to devote to their assignments the time necessary to meet their responsibilities, but they shall not be required to "clock in" or "clock out" by hours and minutes. Teachers shall indicate their presence for duty by placing a check mark in the appropriate column of a faculty "sign-in" roster or a similar means determined by the administrator.
- B. No teacher shall be required to report for duty earlier than fifteen (15) minutes before the opening of the pupils' school day, and shall be permitted to leave fifteen (15) minutes after the close of the pupils' school day except on those days when professional and/or faculty meetings are called or at the discretion of the Superintendent.
- C. Teacher load shall be allowed to rise above the desired maximum in emergency situations as determined by the Superintendent.
- D. Whenever possible and feasible a preparation period shall be scheduled for each teacher each day.
- E. A desirable weekly teaching load shall be determined by the superintendent after consultation with the association.

## ARTICLE VIII

CLASS SIZE

It is recognized by the Board of Education that pupil-teacher ratio is an important aspect of an effective educational program. The Board agrees to continue its efforts to keep class sizes at an acceptable number as dictated by the best interests of the students and district, facilities available and the financial condition of the District.

A desired range for the minimum number of students, and an upper limit for the maximum number of students, which teachers shall have in their regular classes shall be established by the superintendent after consultation with representatives of the Association.

The superintendent's recommendations for limits on teacher load shall consist of the best professional knowledge as to desirable teacher load, tempered by the willingness of district residents to provide sufficient staff for such loads. In assessing the attitudes of the community, the superintendent shall consider both local traditions and the current status of public opinion.

ARTICLE IXSPECIALISTS

The Association may bring to the attention of the Superintendent the desirability of additional specialists. After consultation with the Association, the Superintendent may make recommendations to the Board of Education.

ARTICLE X

## TEACHER EMPLOYMENT AND CERTIFICATION

- A. The Board agrees to hire only fully certificated teachers holding standard certificates issued by the New Jersey State Board of Examiners for every regular teaching assignment, except in cases of emergency as determined by the Board of Education.
- B. Each teacher shall be placed on his proper step of the salary schedule, as determined by the Board of Education.
- C. Teachers shall be notified of their contract and salary status for the ensuing year no later than April 1, whenever possible.
- D. All positions available at Frankford Township Consolidated School shall be adequately publicized by the superintendent. All qualified teachers shall be given adequate opportunity to make application for such positions and no positions shall be filled until all properly submitted applications have been considered. The Board agrees to give due weight to the professional background and attainments of all applicants and other relevant factors. In filling such vacancies, consideration shall be given to qualified teachers already employed by the Board.



ARTICLE XI

## SALARIES

- A. The salaries of all teachers are set forth in Schedule "A" attached hereto and made a part hereof, but subject to the other terms and provisions of this agreement.
- B. 1. All Teachers shall be paid on a semi-monthly basis in twenty (20) equal payments on the 16th and last day of the month.
2. Teachers may individually elect to have ten percent (10%) of the monthly salary deducted from their pay. These funds shall be paid to the teacher or his estate on the final pay day in June, or upon death or termination of employment, if earlier.
3. If possible, when a pay day falls on or during a holiday, vacation or weekend, teachers may receive their pay checks on the last previous working day.
4. Teachers may receive their final checks on the last working day in June, or upon the completion of duties related to the end of the school year.
- C. One increment shall be allowed for each year of military service up to a maximum of four years.
- D. The 20th step on the 1972-73 salary guide is designed to provide an additional increment for those teachers who meet the following criteria:
1. have completed 20 years service as a teacher with the last three years in the Frankford Township District.

ARTICLE XI

## SALARIES (continued)

## D. (Continued)

2. are determined to be performing their functions in an acceptable manner in accordance with the provisions of the evaluation procedure to be established by the Board of Education after considering the recommendations of the Professional Advisory Council and to be applied to all teachers.
3. continue to be evaluated as performing their functions in an acceptable manner in each subsequent year of employment.

E. To qualify for a Bachelor's Degree, B.S. plus 20 credits, a Master's Degree and beyond, the graduate course beyond the degree currently held by a teacher must be pursued under an approved college program leading to the next higher degree. Evaluation of and approval of the program will be considered by the Board in August and January and any changes in salary resulting from the Board's consideration and approval shall be effective in September or February.

ARTICLE XI

F. The Board, in accordance with Title 18A:29-14, reserves the right to withhold, for inefficiency or other good cause, the employment increment, or the adjustment increment, or both, of any member in any year by a majority vote of all the members of the Board of Education. It shall be the duty of the Board, within 10 days, to give written notice of such action, together with the reasons therefore, to the member concerned. The member may appeal from such action to the commissioner under rules prescribed by him. It shall not be mandatory upon the Board of Education to pay any such denied increment in any future year as an adjustment increment.

## Schedule A

## 1973-74 SALARY GUIDE

STEP	BA	+10	+20	MA	+10	+20	+30	+60
	415	430	445	463	473	493	510	558
1	8300	8600	8900	9250	9550	9850	10200	11150
2	9715	9030	9345	9713	10023	10343	10710	11703
3	9130	9460	9790	10176	10506	10836	11220	12266
4	9545	9890	10235	10639	10984	11329	11730	12824
5	9960	10320	10680	11102	11462	11822	12240	13382
6	10375	10750	11125	11565	11940	12315	12750	13940
7	10790	11180	11570	12028	12418	12808	13250	14498
8	11205	11610	12015	12491	12896	13301	13770	15056
9	11620	12040	12460	12954	13374	13794	14280	15614
10	12035	12470	12905	13417	13852	14287	14790	16172
11	12450	12900	13350	13880	14330	14780	15300	16730
12	12865	13330	13795	14343	14803	15273	15810	17288
13	13280	13760	14240	14806	15286	15766	16320	17846
20	13695	14190	14685	15269	15764	16259	16830	18494

ARTICLE XII

## TEACHER ASSIGNMENT

- A. 1. All teachers shall be given written notice whenever possible of their salary schedules, class and/or subject assignments, building assignments and room assignments for the forthcoming year by the end of the school year.
- 2. In the event that changes in such schedules, class and/or subject assignments, or room assignments are proposed after June closing, any teacher affected shall be notified promptly in writing and, upon the request of the teacher, the changes shall be promptly reviewed between the superintendent or his representative and the teacher affected and at his option a representative of the Association.
- B. The Superintendent shall attempt to assign teachers, wherever possible within their areas of competence, providing these teachers are properly certified.

ARTICLE XIII

## TEACHER FACILITIES

A. The Board recognizes the following physical facilities as desirable and will seek to provide them.

1. Space in each classroom in which teachers may store instructional materials and supplies;
2. A serviceable desk, chair, and filing accommodations for the exclusive use of each teacher;
3. Suitable closet space for each teacher to store coats, overshoes, and personal articles;
4. Copies, exclusively for each teacher's use, of all texts used in each of the courses he is to teach;
5. Adequate chalkboard space in every classroom;
6. Adequate books, paper, pencils, pens, chalk erasers and other such material, required in daily teaching responsibility.
7. An appropriately furnished room which shall be reserved for the use of the staff as a lounge.  
Although the staff shall be expected to exercise reasonable care in maintaining the appearance and cleanliness of said lounge, it shall be regularly cleaned by the school's custodial staff. In case of emergency, the lounge may be used for instructional purposes.

ARTICLE XIV

## SICK LEAVE

- A. All teachers employed on a full time basis by the Board of Education shall be entitled to ten (10) sick leave days each school year as of the first official day of said school year. Unused sick leave days shall be accumulated from year to year with no maximum limit.

ARTICLE XV

## TEMPORARY LEAVE OF ABSENCE

- A. Teachers shall be entitled to temporary leave of absence, not exceeding three days (consecutively or otherwise) for personal reasons, or religious holidays, or any combination of the same. This absence is not chargeable to sick leave nor is it accumulative.
- Personal leave may be granted by the Superintendent for the following reasons:
- A. Serious illness in the immediate family.  
Leave will be granted for serious illness within immediate family when attending physician deems presence to be necessary.
  - B. Court Subpoena.
  - C. Personal business which cannot be handled outside of school hours.
- B. Death in the immediate family five (5) days. (Immediate family to include: mother, father, husband, wife, sister, brother, son, or daughter, or the same In-laws.) Other deaths may receive the same consideration at the discretion of the Superintendent.
- C. Such other days for visitations, conferences, meetings, etc., at the discretion of the Superintendent.



EXTENDED LEAVES OF ABSENCE

A. Maternity:

A teacher on tenure who becomes pregnant shall request a leave of absence, without pay, which shall commence not later than at the end of the fifth month of pregnancy or at such other reasonable period thereafter as may be necessary to secure a qualified substitute.

The maternity leave shall terminate on the opening day of school in September following the date on which the child's first birthday falls.

Teachers not on tenure will not be granted leaves of absence for pregnancy. The resignation of these teachers shall take effect at the end of the fifth month or such reasonable period thereafter as may be necessary to secure a qualified substitute.

The period of absence for maternity leave shall not constitute equivalent experience for salary purposes. The teacher returning from maternity leave shall be placed on the latest effective salary guide on the step appropriate to other teachers with same training and experience.

B. Other Leaves of Absence:

And such other extended leaves as deemed necessary by the Frankford Township Board of Education upon written request.

ARTICLE XVII

## PROFESSIONAL ADVISORY COUNCIL

A. Establishment

1. A Professional Advisory Council shall be established during the Spring semester of 1971. The Council shall conduct an organizational meeting prior to the close of school in June 1971. The purpose of the Council shall be to advise the Board through recommendations, based on research and evaluation, regarding matters of mutual interest relative to the educational program. These recommendations may include methods of implementation. The Council may consider, but not limited to: advising the Board on such matters as curriculum improvement, teaching techniques, extra-curricular programs, in-service training, pupil testing and evaluation, philosophy and educational goals of the district, teacher recruitment, research and experimentation, educational specifications for buildings, and other matters of mutual interest regarding the effective operation of the Frankford Township School.

B. Membership

1. The Council shall consist of three (3) representatives appointed from the Board of Education and three (3) representatives selected from the Association.
2. The Council shall establish its own rules and procedures.

ARTICLE XVII  
Advisory Council

C. Meetings

1. Regular meetings of the Council shall be conducted monthly unless otherwise determined by the Council.
2. Special meetings may be called by the chairman of either party. At least one week's notice shall be required before each meeting.
3. Agendas shall be initiated by the party calling the meeting and shall be available to Council members at least two days prior to the meeting date.

D.

1. The Board shall consider and study all written recommendations submitted to it by the Council for possible action. If the Board does not accept such recommendations, it shall state the specific reasons for such actions in writing to the Council.
2. Reports of the Council shall include minority as well as majority views.
3. Nothing in the article shall be interpreted to prevent the Council from consulting or adding to its number such additional teachers, administrators or professional advisors, as the original members herein designated shall determine are desirable and appropriate for said purpose.

ARTICLE XVIII

## INSURANCE PROTECTION

- A. The School Board shall continue to provide the Health Care Insurance Protection. The Board shall pay the full premium for each teacher (and his family if applicable.).
- B. The insurance protection shall be the New Jersey State Health Benefits Plan for the 1972-73 school year.

## SABBATICAL LEAVES

In order to provide for improved teaching capabilities of our present staff through intensified study programs, whether towards advanced degrees or otherwise, and to better attract the best qualified new teachers, it is proposed to permit leaves of absence with remuneration to a limited number of teachers with safeguards to assure that the school receives the benefits of this program.

A teacher who has taught at Frankford Township School for at least four full years may apply for a leave of absence to pursue a program towards an advanced degree, or to pursue some specific program to bring improvement to his teaching knowledge and technique. Such program must be outlined in some detail, and, and approval of the request will depend upon an evaluation of the probable benefit to the school of the program as outlined.

Requests for Sabbatical Leave must be received by the Superintendent in writing in such form as may be mutually agreed on by the Association and the Superintendent, no later than December first and action must be taken on all such requests by February 1st, of the school year preceding the school year for which the Sabbatical Leave is requested.

After a period of service of seven or more years at Frankford Township School a teacher whose program has been approved shall receive either the full salary to which he would normally be entitled for five months, or one-half of this salary for ten months. If less than seven years of service has been completed a proportion amount of the above shall be paid, depending on the years actually served, e.g. for five years service,  $\frac{5}{7}$  of full salary for five

## ARTICLE XIX

## SABBATICAL LEAVES (continued)

months or  $5/14$  of full salary for ten months.

The recipient of such a grant shall sign an agreement to return to Frankford Township School for at least two years after the leave of absence. The agreement shall also specify that if the recipient does not return to Frankford Township School the full amount of the grant will be repaid to the school within two years of the end of the leave. If only one year is served after the leave, one half of the grant shall be repaid within the following year.

Not more than one member of the faculty shall be granted leaves in any one year. If there are more applicants than available grants, the probable benefit to the school of the programs proposed will be the basis of selection.

A teacher may be considered for an additional leave of absence at the Board's discretion.

The time that the teacher is on leave shall not be counted towards years of service for salary purposes.

MISCELLANEOUS PROVISIONS

- A. Any and all matters regarding school policy not covered specifically in this Agreement shall be the prerogative of the Board of Education.
- B. This Agreement constitutes Board Policy for the term of said Agreement, and the Board shall carry out the commitments contained herein and give them full force and effect as Board Policy.
- C. If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.
- D. The Board and Association agree that there shall be no discrimination, and that all practices, procedures, and policies of the school system shall clearly exemplify that there is no discrimination in the hiring, training, assignment, promotion, transfer, or discipline of teachers or in the application or administration of this Agreement on the basis of race, creed, color, religion, national origin, sex, and marital status.
- E. Copies of this Agreement shall be reproduced at Board expense after the Agreement is signed, and shall be presented to all teachers employed by the Board.
- F. Representatives of the Board and the Association's negotiating committee shall, if requested by either party,

## MISCELLANEOUS PROVISIONS

## F. (continued)

meet at least once each month for the purpose of reviewing the administration of the Agreement, and to resolve problems that may arise. Such meeting shall not replace grievance procedures.

G. Each party shall submit to the other at least seven (7) days prior to the meeting an agenda covering matters they wish to discuss.

H. Should a mutually acceptable amendment to this agreement be negotiated by the parties, it shall be reduced to writing and submitted for adoption to the Board and the Association.



ARTICLE XXI

## RIGHTS OF THE BOARD

- A. Except as otherwise provided in the Agreement and under the provision of Chapter 303, Public Laws 1968, the Association recognizes that the Board has the responsibility to manage and direct, in behalf of the public, all the operations and activities of the Frankford School District to the extent authorized by law.

## ARTICLE XXII

TEACHER EVALUATION

1. All evaluation of teachers shall be done openly, with full knowledge of the teacher being evaluated. No eavesdropping, "bugging," or other hidden surveillance shall be used.
2. The teacher is entitled to know that the evaluator, himself, has been an experienced and successful classroom teacher, specifically the Superintendent or Vice-Principal.
3. Evaluation must take note of special circumstances. The teacher of special education, for example, does not use the same teaching techniques as the teacher in the regular classroom.
4. The conference between teacher and evaluator shall occur promptly except in the event of a legitimate delay. The teacher shall be given a copy of the evaluation report a sufficient time before the conference so that he can study it thoroughly. In case of delay the teacher shall be notified.
5. No evaluation reports shall be submitted to the central office or otherwise acted upon before the conference between teacher and evaluator.
6. The evaluation report shall include an assessment of (1) the strengths of the teacher; (2) progress the teacher has made since the previous evaluation; (3) remaining difficulties; and (4) specific suggestions on measures the teacher can take to improve his performance in areas where difficulties have been indicated.
7. No teacher should be asked to sign a blank or incomplete evaluation form.
8. No material derogatory to a teacher's conduct, service, character, personality, or reputation shall be placed in the teacher's personnel file - including an evaluation report - unless the teacher has first been shown the material and had an opportunity to review it.
9. To any material prepared for his personnel file, the teacher shall have the right to submit a written answer which, after being reviewed by the superintendent or his designee, is attached to the file copy.
10. The teacher shall have the right, upon request, to review the contents of his personnel file and to receive, at board expense a copy of any documents contained therein.
11. The teacher shall have the right to indicate those documents in his personnel file which he believes are obsolete or otherwise inappropriate to retain. After a review by the superintendent or his designee, such materials shall be destroyed. Disputes over the retention of such documents shall be considered grievances, with action beginning at the superintendent's level.

TEACHER EVALUATION (continued)

12. At least two evaluators - not just one - shall observe the work of every educator before he is granted tenure. The granting or denial of tenure shall be the decision of the Board of Education.
13. Any evaluation form or its contents shall be treated as confidential information by all persons handling it.
14. Any evaluation form or its contents shall only be transferred with the written consent of the person evaluated.

### Philosophy of Evaluation

The purpose of evaluation is to improve the quality of the educational program. Evaluation techniques, therefore should emphasize a program and procedure to offer assistance to teachers to aid in the upgrading of educational experiences available to students. Evaluation should be constructive and positive and designed to contribute to successful teaching. Valid and objective measures should be utilized to assess professional staff behavior and should include concern for academic competence, communicative skills, classroom management techniques, desirable interpersonal relationships, and in general professional attitude. The evaluation program and criteria should be built around the established educational goals and objectives developed or accepted by the professional staff. These educational goals should be in writing and clearly understood by all concerned. Evaluation should be continuous and the techniques employed for it should be reviewed periodically and revised when necessary to improve its quality.

ARTICLE XXIIIDURATION OF AGREEMENT

This agreement shall be effective as of July 1, 1973, and shall continue in effect through June 30, 1974.

In Witness Whereof the Association has caused this agreement to be signed by its President and Secretary after ratification by the members of the Association at a meeting duly called for that purpose, and the Board has caused this agreement to be duly signed by its President and attested by its Secretary pursuant to a resolution duly adopted by the said Board this \_\_\_\_\_ day of \_\_\_\_\_, 1973.

This agreement has been executed in duplicate, one copy to be retained by the Board, and one copy to be retained by the Association, such duplicate original copy being permanently bound.

FRANKFORD TOWNSHIP  
BOARD OF EDUCATION

\_\_\_\_\_  
Milton Woolfenden, Jr., President

ATTEST:

\_\_\_\_\_  
Richard R. McDanolds, Secretary

FRANKFORD TOWNSHIP EDUCATION  
ASSOCIATION

By \_\_\_\_\_  
Elmore C. Purdue, President

ATTEST:

\_\_\_\_\_  
Maureen Cassidy, Secretary

1/17/73